

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Satisfactions Of Second Mortgage

**DEPARTMENT:** Community Services **DIVISION:** Community Assistance  
Phillip C. Stalvey, Director David Medley, Manager

**AUTHORIZED BY:** [Signature] **CONTACT:** \_\_\_\_\_ **EXT.** 7247

Agenda Date <u>02/28/2006</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

County-Wide

**BACKGROUND:**

The attached clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgages. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens. Repayments totaling \$17,894.92 have been made to the Housing Trust Fund.

The following is a list of clients that have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage.

<u>Name</u>	<u>Parcel I.D. Number</u>
Michael H. Bayer and Kathleen M. Bayer	36-19-30-506-0000-0960
Nova M. Dodaro	21-21-32-5CF-2000-0100
Karen E. Prince	12-20-30-502-0000-0060
John P. Skees and Sara E. Skees	31-19-31-508-1900-0150

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage.

Attachments: Satisfactions of Second Mortgage

Reviewed by: <u>[Signature]</u>
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: <u>[Signature]</u>
File No. <u>-CCCSCA01</u>

This instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

**Know All Persons By These Presents:**

WHEREAS, a down payment assistance HOME/SHIP Mortgage (the "Mortgage") dated October 31, 1996, and recorded in Official Records Book 3155, Pages 1292 through and including 1296, Public Records of Seminole County, Florida, and a HOME/SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$3,100.00) (the "Note"), dated October 31, 1996, and recorded in the Official Records Book 3155, Pages 1297 through and including 1300, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Assistance Agreement dated October 6, 1999, recorded in Official Records Book 3155, Pages 1301 through and including 1303, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 228 W. 19<sup>th</sup> Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 96 AND THE WEST 10 FEET OF LOT 95, SANFORD HEIGHTS ADDITION TO SANFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 62 AND 63 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 36-19-30-506-0000-0960

(the "Property,") were made by Michael H. Bayer and Kathleen M. Bayer, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least nine (9) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current HOME and SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
1/11/06  
bayer

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

**Know All Persons By These Presents:**

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 13, 1996, and recorded in Official Records Book 3089, Pages 0598 through and including 0601, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,5,000.00) (the "Note"), dated June 13, 1996, and recorded in the Official Records Book 3089, Pages 0602 through and including 0605, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 26, 1996, recorded in Official Records Book 3089, Pages 0606 through and including 0608, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 411 E. 3<sup>rd</sup> Street, Chuluota, Florida 32766, the legal description and parcel identification for which are as follows:

LOT 10 OF BLOCK 20, TOWNSITE OF NORTH CHULUOTA,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
2, PAGES 54-58 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA

Parcel Identification Number: 21-21-32-5CF-2000-0100

(the "Property,") were made by Nova M. Dodaro, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least nine (9) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
12/21/05  
Satisfaction-Nova Dodaro

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**SATISFACTION OF MORTGAGE AND NOTE**

**Know All Persons By These Presents:**

**WHEREAS**, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated January 6, 2003, and recorded in Official Records Book 04662, Pages 0940 through and including 0942, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND EIGHT HUNDRED SIXTY-EIGHT AND 65/100 DOLLARS (\$9,868.65) (the "Note"), dated January 6, 2003, and recorded in the Official Records Book 04662, Pages 0943 through and including 0944, Public Records of Seminole County, Florida, which encumbered the property located at 109 E. Coleman Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 6, SOUTH PINECREST, THIRD ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 62 AND 63 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 12-20-30-502-0000-0060

(the "Property,") were made by **Karen E. Prince**, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

**WHEREAS**, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within six (6) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

**WHEREAS**, the Owner's heir has sold the Property within the six (6) year period; and

**WHEREAS**, the Owner's heir has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner's heir has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of SEVEN THOUSAND EIGHT HUNDRED NINETY-FOUR AND 92/100 DOLLARS (\$7,894.92), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 16, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner's heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AS/lpk  
12/21/05  
Satisfaction-Karen Prince

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

**Know All Persons By These Presents:**

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated December 31, 2003, and recorded in Official Records Book 05176, Pages 1393 through and including 1396, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated December 31, 2003, and recorded in the Official Records Book 5176, Pages 1398 through and including 1400, Public Records of Seminole County, Florida, which encumbered the property located at 823 Escambia Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE EAST 1/2 OF LOT 15 AND ALL OF LOT 16 (LESS THE SOUTH 12 FEET FOR ALLEY) BLOCK 19, SECOND SECTION, SAN LANTA, AS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 38, 39 AND 40 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-508-1900-0150

(the "Property,") were made by John Patrick Skees and Sarah Elizabeth Skees, a married couple, a/k/a John P. Skees and Sarah E. Skees, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced the Property within the five (5) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about December 19, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AS/lpk  
12/21/05  
Satisfaction-Skees